

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
CONGESTION MANAGEMENT PROGRAM
TRANSPORTATION FUND FOR CLEAN AIR
AGREEMENT
FY 2005/2006**

This Agreement is between the Santa Clara Valley Transportation Authority (VTA) and the City of Sunnyvale (Sponsor).

This Agreement is made with reference to the following facts:

- A. VTA has been designated by the Cities of Santa Clara County and by the County as the Program Manager for Santa Clara County for Transportation Fund for Clean Air (TFCA) 40% Program Manager funds under the State of California Health and Safety Code §44241.
- B. Pursuant to that designation, VTA is responsible for administering TFCA 40% Program Manager funds to eligible project sponsors in accordance with its agreement with the Bay Area Air Quality Management District (BAAQMD).
- C. This Agreement specifies the conditions under which VTA will reimburse TFCA 40% Program Manager funds to Sponsor for fiscal year 2005/2006.

Section 1. Description Of Project, Grant Amount And Monitoring Requirements

Sponsor agrees to implement and complete the Blair Avenue Calming and the Sunnyvale-Saratoga Avenue Adaptive Traffic Signal Projects described in the project summary in Attachment A, which is attached hereto and incorporated herein, in consideration of a TFCA grant in an amount not to exceed \$405,000 (does not include local matching funds) furnished by VTA to Sponsor as provided herein. Sponsor shall comply with the project schedule and monitoring requirements described in Attachment A.

Section 2. Expenditure Of Funds

Sponsor shall submit invoices at quarterly intervals to VTA for reimbursement of costs incurred to implement the Projects. Sponsor shall include auditable back-up documentation (time sheets, bills, etc.) with each invoice. Upon review and approval of invoices and documentation, VTA shall reimburse Sponsor within 90 days of invoice submission for all eligible expenditures up to the maximum amount described in Section 1 of this Agreement. Only those project costs incurred by Sponsor on or after July 1, 2005, shall be considered reimbursable expenditures. Funds for the Projects described in this Agreement which are not claimed for reimbursement by invoices submitted prior to June 30, 2007, shall no longer be available for said Projects.

Section 3. State Audit

This Agreement shall be subject to the examination and audit of the State Auditor pursuant to Government Code Section 8546.7 for a period of three years after final payment.

Section 4. Indemnification

Sponsor shall defend, indemnify and save harmless VTA from all claims, suits or actions resulting from the performance by Sponsor of its duties under this Agreement.

Section 5. Additional Terms And Conditions

Sponsor shall:

- A. Limit administrative costs for fiscal oversight to no more than five percent of the funds received under this Agreement.
- B. Allow VTA or BAAQMD to audit all expenditures relating to the Projects and require all recipients of funds allocated under this Agreement to fully cooperate with such audits. For the duration of the Projects and for three years following completion of the Projects, Sponsor shall promptly furnish at the request of VTA or BAAQMD, or an independent auditor selected by VTA or BAAQMD, all records relating to Project performances and expenses incurred in implementing the Projects.
- C. Maintain employee hourly time sheets documenting the time spent by Sponsor's employees for the Projects, or use an alternative method, approved in advance by VTA or BAAQMD, to document staff costs charged to this grant.
- D. Require hourly employee time sheets to be maintained documenting the time spent by contractors or consultants who are paid by the hour in the implementation of the Projects with funds received under this Agreement, or use an alternative method, approved in advance by VTA or BAAQMD, to document staff costs charged to this grant.
- E. Keep necessary records of the performance of the Projects as specified in Attachment A to expedite evaluation of emissions reductions achieved from implementation of the Projects.
- F. Submit a mid-year progress report to VTA one month after the end of the second quarter of each fiscal year ("Fiscal year" means the period starting July 1, and ending June 30.) The report shall itemize (a) the expenditure of the funds and (b) progress to date in the implementation of each funded project.
- G. Submit a year-end report within two months of the end of each fiscal year until each project is completed and all monitoring requirements have been fulfilled. The report shall itemize (a) the expenditure of the funds, (b) progress to date in the implementation of each funded project and (c) the results of the monitoring of the performance of the Projects as specified in Attachment A.

- H. Use the BAAQMD-approved logo for the Transportation Fund for Clean Air for Projects, as specified below:
- (1) The logo shall be used on signs posted at the site of any construction;
 - (2) The logo shall be displayed on any vehicles operated with or obtained as part of the Projects;
 - (3) The logo shall be used on any printed material intended for public consumption associated with the Projects, including project related transit schedules, brochures, handbooks, maps created for public distribution, and promotional material.
- I. Credit VTA and BAAQMD as a funding source in any related articles, news releases or other publicity materials for the Projects which are produced or caused to be produced by Sponsor.
- J. Assure that all funds received under this Agreement are expended only in accordance with all applicable provisions of law for projects which are implemented by Sponsor, and to require the other recipients of grant funds for the Projects to do the same.
- K. To the extent not otherwise prohibited by law, place in the public domain any software, written document, or other product developed with funds received through this Agreement.
- L. Either obtain approval for alternate use of, or return to VTA, any funds realized from the sale or other disposition of any vehicles purchased with funds received under this agreement if the sale or disposition occurs before the useful life of the vehicle has expired as generally recognized within the industry. The amount of funds returned to VTA shall be proportional to the percentage of TFCA funds originally used to purchase the vehicles as compared to the total price paid for the vehicles. Any funds returned to VTA shall be reallocated to eligible projects approved by VTA and BAAQMD.

VTA shall:

- A. Reimburse Sponsor's project costs as provided in Section 2, up to the maximum grant amount shown in Section 1.
- B. Review Sponsor's progress in implementing the Projects at the end of the sixth quarter following execution of this Agreement.
- C. If progress at the sixth quarter review is insufficient to implement the Projects or to expend the funds within the period described in Section 2, develop an action plan with the Sponsor to ensure that these funds are not lost to the county, which may include reprogramming funds to other projects within Santa Clara County to ensure their expenditure prior to the fund expiration date described in Section 2.

Section 6. Non-Performance

If Sponsor causes all or part of these funds to be lost to the countywide program as a result of failure to complete a project according to the workscope described in Attachment A, Sponsor's next grant allocation of any kind shall be reduced by the amount lost.

Section 7. Amendments

Amendments to this Agreement and modifications to the Projects, shall be made in writing, and signed by both parties.

In Witness Whereof, the Parties have executed this Agreement as of the latest date shown below.

City of Sunnyvale
(Sponsor)

Dated: _____

Amy Chan, City Manager

Approved As To Form:

David Kahn, City Attorney

Santa Clara Valley Transportation Authority
(VTA)

Dated: 10/6/05

Michael T. Burns
Michael T. Burns, General Manager

Approved As To Form:

Stephane B. Gifford
Counsel 10-3-05

PROJECT INFORMATION

ATTACHMENT A

PROJECT MONITORING FORM 1

Ridesharing; Shuttle/Feeder Bus; Transit Information; Rail-Bus Integration; Smart Growth Projects

TFCA Project # _____ **Project Sponsor:** _____
Project Title: _____
Contact: _____ **Phone:** _____ **E-mail:** _____
TFCA \$ Expended: \$ _____ **Total Project Cost: \$** _____
Project Start Date: _____ **Completion Date:** _____

- 1. Project Description:** Briefly describe the project's target population and the services provided.
- 2. Monitoring Methodology:** Describe source of data provided below, and explain any assumptions made to generate data. If a survey was performed, provide a copy of survey form and summary data.
- 3. Project Data:** Complete the section below that is most appropriate for your specific project type. Note: Round trips should be counted as two one-way trips for all project types.

A. Carpool Formation Projects: (also transit information projects)

Project Component	# Trips Reduced Per Day (One Way)	# Days Per Year	Avg. One Way Trip Distance

B. Transit or Rideshare Incentive Projects:

Project Component	Total # Recipients	Total \$ Value of Incentives Provided	# Trips Reduced Per Day (One Way)	# Days Per Year	Avg. One Way Trip Distance

C. Shuttle / Vanpool Projects: Please describe fuel type and vehicle model for each vehicle used to provide the shuttle or vanpool service:

# Shuttle/ Vanpool Trips per Day	Avg. Shuttle/ VP Trip Distance (One-Way)	# Passengers per Day (One-Way)	Avg. Home to Work Trip Distance (One-Way)

- 4. Other Requirements:** Check Parts J and L of the Project Information Sheet. Please respond to or attach information for any additional requirements here.

ATTACHMENT A

PROJECT INFORMATION

A. Project Number: 05SC02 B. Project Sponsor: City of Sunnyvale

C. Project Contact: Dennis Ng D. Contact Phone #: 408.737.4943

E-mail: dng@ci.sunnyvale.ca.us

E. Project Title: Sunnyvale-Saratoga Avenue Adaptive Traffic Signal

F. TFCA \$ Allocated: \$315,000 G. Total Project Cost: \$450,000

Other Funding:	Amount	Source
	<u>\$135,000</u>	<u>City of Sunnyvale</u>
	<u> </u>	<u> </u>

I. Project Description: Provide radio spread spectrum communications, centralized traffic control and adaptive traffic signal control for Sunnyvale-Saratoga Avenue. The project will consist of six traffic signals from Tennis Center Lane to Alberta Avenue and will connect Sunnyvale-Saratoga Avenue to the adaptive traffic signal system on Mathilda Avenue, creating a coordinated system along the entire corridor through Sunnyvale.

I. Project Schedule: Start Date (mo/yr) 07/05 Final Report Due Date (mo/yr) 06/07

J. Final Report Content: Complete and submit Project Monitoring Form 4, *Arterial Management Projects*

ATTACHMENT A

PROJECT MONITORING FORM 4
Arterial Management Projects

TFCA Project # _____ **Project Sponsor:** _____
Project Title: _____
Contact: _____ **Phone:** _____ **E-mail:** _____
TFCA \$ Expended: \$ _____ **Total Project Cost: \$** _____
Project Start Date: _____ **Completion Date:** _____

Complete the section that applies to the type of project implemented. Use additional sheets as needed.

- 1. Arterial Signal Timing Projects:** Use a separate reporting form for each road segment affected by the project. Provide information for both directions of traffic (e.g., N & S) using a separate line for each direction. Measure vehicle speed and traffic volume concurrently. The before project data shall be gathered within 3 months prior to construction and reported on Lines 1 and 2. The post-project data shall be gathered within 3 months after project completion and reported on Lines 3 and 4. **Note: The 2-year post project data (23 to 25 months after the construction of the project) is only required for projects that received four years of effectiveness at the time of project approval.** Provide a list of (or attach a map showing) locations of re-timed traffic signals.

Arterial/Segment: _____

Length (nearest 0.1 mi.) _____

	Data Collection	Time Period	Direction of Traffic	Days/Year Effective	Traffic Volume in Period	Average Vehicle Speed for Period
1.	Pre-Project					
2.	Pre-Project					
3.	Post-Project					
4.	Post-Project					
5.	2-yr Post-Project					
6.	2-yr Post-Project					

- 2. Transit Bus Traffic Signal Prioritization Projects:** Provide the following information, using a separate column for each bus route that benefited from the project. The sponsor is encouraged to provide any additional information that helps document the impact of the project on bus ridership.

Route number (Use a separate column for each route)	Rte _____	Rte _____	Rte _____
Distance of bus route (one way)			
Days per year of service			
# Runs per day (one-way) with and \ without project	\	\	\
Average bus speed with and \ without project	\	\	\
Average passengers per run with and \ without project	\	\	\

Provide list (or attach map) showing locations of traffic signals where transit signal prioritization systems were installed. Indicate where other improvements were made to the arterial to improve transit speeds (e.g., bus bulbs, queue lanes).

- 3. Other Requirements:** Check Parts J and L of the Project Information Sheet. Please respond to or attach information for any additional requirements here.